

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
841 Chestnut Building
Philadelphia, Pennsylvania 19107

ORIGINAL
(Red)

SUBJECT: Marlaing Addition Gas Release
Saint Albans, Kanawha County, West Virginia
PRP Search Closeout

FROM: Glen S. Lapsley
Removal Enforcement Section (3HW33) *SLC*

JUL 10 1992

TO: File

THRU: Karen M. Wolper, Chief
Removal Enforcement *(Signature)* Section (3HW33)

Background

On August 20, 1991, EPA's Wheeling Field Office was notified jointly by Thomas Blake of the West Virginia Department of Natural Resources (WVDNR) and Ronald Gregory, General Manager of the Saint Albans Public Service District, that an unidentified gas was entering a new section of a sewer system in an area known as the Marlaing Addition in St. Albans, WV. The problem manifested itself in April 1991 when a garage in the area experienced an explosion and of an unknown origin.

At the time of the explosion, it was believed that a natural gas leak caused the incident. The Mountaineer Gas Company then identified and repaired over 100 leaks from their pipelines in the area. They stated that the gas present in the sewer line in August 1991 was not from their local supply lines.

Mr. Blake of WVDNR informed EPA that the gas was found in two manholes leading to a newly installed section of a sewer system. A 670 foot section of sewer pipeline had been installed in a solid waste landfill which had operated from approximately 1950 to 1975. 55% of this section of pipeline was funded through the EPA, with EPA Region III's Municipal Wastewater Projects Section overseeing the construction along with WVDNR's Division of Water Resources.

On October 23, 1992, OSC Jerry Sasseen, OSC Glen Lapsley, and members of EPA's Technical Assistance Team (TAT) performed an inspection of the Site. At this time, OSC Sasseen determined that no immediate threat to public health, welfare, and the environment existed. Subsequent to this visit TAT performed sampling of gas in two manholes at the Site. After review of the analytical data from that sampling, OSC Sasseen again determined that no immediate threat to public health, welfare, and the environment existed.

Recommendation

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Since no immediate threat exists at the Site, it was agreed that EPA Region III's Municipal Wastewater Projects Section and WVDNR's Division of Water Resources would take the lead in investigating the presence of the gas at the Site. The fund was not activated and therefore, no enforcement action will be taken against potentially responsible parties. It is recommended that the PRP search for the Marlaing Addition Site be closed.

cc: Lois Lauria (3HW33)
James Webb (3HW12)

SANITARY SEWER EASEMENT BOOK 2253

Drawing 8
Map 2 Pg. 2
8 CTG
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2253-
VIRGINIA
08/06/1990 15:00:20:00
180299 TYPE:
DEED
CLERK OF THE COUNTY COMMISSIONER
2.00
TOTAL REC'D/DUE:

THIS EASEMENT AGREEMENT, made this 1st day of May, 1990, by and
between Concrete Supply Co.
parties of the first part, (whether singular or plural) and the GREATER ST. ALBANS
PUBLIC SERVICE DISTRICT, a public corporation, hereinafter called the District, party
to the second part;

W I T N E S S E T H:

That for and in consideration of the sum of One Dollar (\$1.00), cash in
hand and other good and valuable consideration, the receipt is hereby acknowledged,
parties of the first part do hereby GRANT and CONVEY unto the District, an easement
right-of-way ten feet (10') in width, five feet (5') on each side of the centerline of
a pipeline to be installed, on, over, across, under and through lands owned by the
parties of the first part, situate in Jefferson District, Kanawha County, West Virginia,
extending approximately 540 + feet in length, for the purpose of constructing, oper-
ating, maintaining, repairing and removing a sewer line and all appurtenances thereto.
The easement referred to herein is more fully shown on plans and drawings prepared for
the District, and which plans are of record in the office of the Clerk of the County
Commission of Kanawha County, West Virginia.

The property which is subject to this easement was conveyed to the parties of
the first part by a deed which is of record in the aforesaid Clerk's office in Deed
Book 1980, at page 46.

This easement and right-of-way is made upon and subject to the following terms
and conditions:

(1) The parties of the first part shall have the right to tap said sewer line
or lines the same for the benefit of their property described above, upon payment of the
allowable connection charge established by the District, if any, and upon payment of
any sewer user charged as are, or may be fixed by ordinances or by rules of the Dis-
trict, to use the sewer for service of their property. The District shall not be re-
quired to bear any portion of expenses incurred by the parties of the first part in
constructing a sewer line to the sewer tap.

(2) The parties of the first part retain the right to use and enjoy the lands
described above through which the sewer easement extends for purposes not inconsistent
with the rights herein granted to the District. The parties of the first part agree to
the following: (a) not to construct improvements on the easement or to take any other
action which would interfere with the sewer line and the rights of the District to con-
struct, operate, maintain, repair, or remove the sewer line; (b) not to plant trees or
other vegetation which could damage the sewer line or interfere with the rights herein
granted; (c) not to alter the ground profile of the land within the easement by more
than one foot (1') without the written permission of the District.

(3) The rights herein granted include the right of ingress and egress over the
lands of the parties of the first part to and from the easement for the purpose of con-
structing, operating, maintaining, repairing and removing the sewer line. The rights
herein granted further include the right to use reasonable portions of the lands of the
parties of the first part adjacent to the easement for said purposes.

After recording mail to: Greater St. Albans Public Service District
505 6th Ave., St. Albans, WV 25117

Mail to:

VAUGHAN & WITROW
232 CAP. ST. SUITE 200

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(4) The District, upon completion of any construction, operation, maintenance, repair or removal of the sewer line, agrees that it will do the following: (a) restore the property of the parties of the first part, to the extent such restoration is compatible with the easement and right-of-way granted herein, to its condition immediately prior to the construction, operation, maintenance, repair or removal of the said sewer, as nearly as reasonably possible; (b) repair, replace or compensate the parties of the first part for any damage to any building, structure or other improvements, (c) reseed, re-sod or compensate the parties of the first part for damage to any established lawn; (d) repair, replace or compensate the parties of the first part for damage to sidewalks, driveways or other pavements, and any underground structure or appurtenances thereto; and (e) replace, restore or compensate the parties of the first part for damage to any trees or shrubbery on their land but off the easement area provided for herein, caused by any acts of ingress and egress onto the subject easement.

(5) The District agrees to indemnify and hold harmless the parties of the first part against any and all suits, claims, losses and damages by reason of bodily injury, including death, to person or persons, or damage to or destruction of property of any kind or character, including the loss of use thereof, arising out of or resulting from any act of the District relating to the construction, operation, maintenance, repair, or removal of the sewer line within the easement herein granted.

DECLARATION OF CONSIDERATION OR VALUE: The parties of the first part hereby declare that this conveyance is not subject to excise tax on the privilege of transferring real property for the reason that it is a conveyance to a political subdivision of the State of West Virginia.

WITNESS the execution of this easement agreement on the day and year first above written.

H. Paul Kizer,
Beckley, WV

Kizer Coal
Co.

Redesignated couple
of times.

William D. Stoner Soc/Ties

(SEAL.)

Withrow

(SEAL.)

M&E
Services
Claudie Ym
253-1799.

STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, TO-WIT:

I, Vicie E. Toler, a Notary Public in and for said County, do hereby certify that William D. Stoner and H. Paul Kizer, whose name(s) are signed to the foregoing writing, bearing date the 1st day of May, 1990, has/have his day acknowledged the same before me, in my said County.

Given under my hand this 8th day of May, 1990.

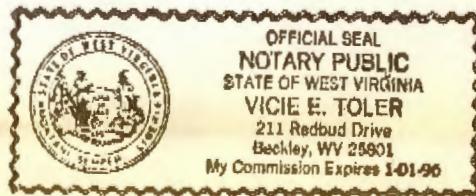
My commission expires January 1, 1996.

Vicie E. Toler
Notary Public

Prepared by: Vaughan & Withrow, 232 Capitol Street, Charleston, WV 25301
This document was prepared at the request of the County
Commission of Kanawha County, West Virginia, on
a same is admitted to record. AUG 6 1990

Tested: Alma G. King Clerk

Kanawha County Commission



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THIS DEED, Made this 1st day of April, 1981, by and between the CITY OF ST. ALBANS, a municipal corporation, party of the first part and CONCRETE SUPPLY CORPORATION, a West Virginia corporation, party of the second part.

WHEREAS, the City of St. Albans, a municipal corporation, was conveyed the hereinafter described tract or parcel of land by deed dated the 28th day of November, 1949, from Dr. T. S. Tompkins and Anna B. Tompkins, his wife, of record in the Office of the Clerk of the County Commission of Kanawha County, West Virginia, in Deed Book 895 at page 279; and

WHEREAS, the City of St. Albans, a municipal corporation, desires to sell said municipal real property pursuant to the provisions of the West Virginia Code Chapter 8, Article 12, Section 18, as amended; and

WHEREAS, a notice of the time, terms and place of the sale of the hereinafter described property, together with a brief description of the property was published as a Class II legal advertisement in compliance with Chapter 59, Article 3, Section 1, et seq. of the West Virginia Code, as amended; and

WHEREAS, at the time of such sale Concrete Supply Corporation, a West Virginia corporation, purchased the hereinafter described property for the total sum of Fifty-one Thousand Dollars (\$51,000.00); and

WHEREAS, on the 3rd day of November, 1980, the Council of the City of St. Albans, West Virginia, adopted an ordinance entitled "An Ordinance to Provide for the Sale of Real Property Now Owned by the City of St. Albans, Kanawha County, West Virginia and Being Situate in the Town of Lewis Second Section and Known, Designated and Described as Part of Lots Two (2) and Three (3) Between the C & O Railroad and Kanawha River, Known as "Bottom Lands of the Beverly Tompkins Estate", a copy of which ordinance is attached hereto; and

WHEREAS, the parties to this deed are desirous of consummating the aforesaid sale of real estate.

NOW, THEREFORE, THIS DEED WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the party of the first part

#3851 Mail: O L O'Connor
Chas 1588 Box 25326
WV

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title and interest in and to the following described tract or parcel of land, situate in Jefferson District, Kanawha County, West Virginia, immediately adjacent to the Town of Lewis, (Second Section), and being more particularly bounded and described as follows, to-wit:

BEGINNING at the northwesterly corner of the Lewis Subdivision (Section Two) of the Town of Lewis, as shown upon a map of record in the office of the Clerk of the County Commission of Kanawha County, West Virginia, in Map Book 2, at page 191, where the northwesterly corner of said subdivision intersects the easterly right of way line of the C & O Railroad; thence running N. $71^{\circ} 45'$ E. 20 feet, more or less, to a stone monument; thence N. $71^{\circ} 45'$ E. and following the property line of the Lewis Subdivision, Section Two, and crossing a United Fuel Gas line, 1510.50 feet, more or less, to a stone monument at the top of the river bank; thence continuing along said line 23 feet, more or less, to the edge of Kanawha River to a stake; thence following the meanders of Kanawha River in a northerly direction with an approximate call of N. $6^{\circ} 0'$ W. 470 feet, more or less, to a stake at the edge of Kanawha River; thence leaving said Kanawha River S. $72^{\circ} 45'$ W. 72 feet, more or less, to a stone monument at the top of the river bank; thence S. $71^{\circ} 45'$ W. 1640.85 feet, more or less, to a stone monument; thence continuing said line 20 feet, more or less, to a stake at the easterly corner of the C & O Railroad right of way; thence S. $21^{\circ} 42'$ E. and following a right of way line of the C & O Railroad 470.43 feet, more or less, to the point of beginning.

There is excepted and reserved from the hereinabove described property a lot 30 x 100 feet situate on the southeasterly corner of the hereinabove tract which lot of 30 x 100 feet was heretofore conveyed by W. W. Tompkins, unmarried, to A. B. Brace by deed dated August 15, 1915, and of record in the aforesaid Clerk's Office in Deed Book 153, page 276, and said 100 foot lot being described as follows:

BEGINNING at a stone monument at the top of the river bank at the northeasterly corner of the Lewis Subdivision, Section Two; thence N. $6^{\circ} 0'$ W. 30 feet to an iron pin; thence S. $72^{\circ} 45'$ W. 100 feet to an iron pin; thence S. $6^{\circ} 0'$ E. 30 feet to an iron pin in the Lewis Subdivision, Section Two, line; thence following said line N. $71^{\circ} 45'$ E. 100 feet to a stone monument, the place of beginning.

The property hereby conveyed is all of those certain parts of Lots Numbers Two (2) and Three (3) between the C & O Railroad and Kanawha River, with exception of the 30 x 100 foot lot hereinabove described, and said property is known as "Bottom Lands of the Beverly Tompkins Estate", as partitioned by a decree of the Circuit Court of Kanawha County, West Virginia, of record in Chancery Order Book 13, at page 420, and being more particularly set out and described in a deed from D. C. Gallaher, Special

A red rectangular stamp with the words "ORIGINAL" and "(Red)" printed in white.

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The property hereby conveyed is the same property conveyed unto the City of St. Albans, a municipal corporation, from Dr. T. S. Tompkins and Anna B. Tompkins, his wife, by deed dated the 28th day of November, 1949, and of record in the aforesaid Clerk's Office in Deed Book 895, at Page 279. Reference is made to the aforesaid map and deeds and to all prior deeds for all pertinent purposes.

For the consideration aforesaid, the party of the first part, does further GRANT and CONVEY unto the party of the second part an easement, right of way, or road twenty (20) feet in width and eighty (80) feet in length, more or less, extending from the northwesterly corner of the Lewis Subdivision, Section Two, property line where it intersects with the C & O Railroad property, and following said northerly property line extended across said railroad to West Virginia Route No. 35 (formerly Route No. 17) together with the right to install and maintain utility lines, water lines, gas lines and sewer lines along and under said right of way.

That for the consideration aforesaid, the party of the first part does hereby GRANT, CONVEY, REMISE and QUITCLAIM unto the party of the second part all of the right, title and interest of the City of St. Albans in and to any real property or river bank area which would be included in the hereinabove described real property by extending the side lines thereof to the low water mark of the Kanawha River, it being the intention of the party of the first part herein to grant and convey unto the party of the second part herein all of the right, title and interest of the City of St. Albans in and to any lot or parcel of land situate between the hereinabove described real property and the Kanawha River.

This conveyance is made expressly subject to all restrictions, reservations, conditions, covenants, easements and rights of way of record in the aforesaid Clerk's Office.

Subject to the foregoing the party of the first part does covenant with the party of the second part that it will WARRANT GENERALLY the property hereby conveyed, except, however, that the party of the first part does not warrant title to an area of

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overlap containing 1.11 acres, as shown upon a map entitled "City of St. Albans, W.Va. Sanitary Land Fill Property Line Overlap of Partition Lots of the Beverly Tompkins Estate" made by J. H. Milam, Consulting Engineer, dated July 13-19 ____" a copy of which map is attached hereto and made a part hereof by reference.

DECLARATION OF CONSIDERATION OF VALUE: The Grantor does hereby declare that the property transferred by the document to which this declaration is appended is not subject to the West Virginia Excise Tax on the privilege of transferring real estate for the reason designated as follows: Transfer from a political subdivision of the State of West Virginia. Exempt pursuant to provisions of West Virginia Code Chapter II, Article 22, Section 1, et seq.

WITNESS the following duly authorized signature and seal:



CITY OF ST. ALBANS, a municipal corporation

BY: James R. Randall
JAMES R. RANDALL
Its: Mayor

STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, TO-WIT:

I, Mark L. Johnson, a Notary Public in and for said County and State, do certify that JAMES R. RANDALL, Mayor, whose name is signed to the foregoing writing bearing date the 1st day of April, 1981, for the CITY OF ST. ALBANS, a municipal corporation, has this day acknowledged the same before me in my said County.

Given under my hand this 14 day of June, 1981.

My commission expires: 1 December 1982.

Mark L. Johnson
NOTARY PUBLIC